

# STATE OF MONTANA TERM CONTRACT

Department Of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

**T.C. # SPB-01-18D**  
**CARPET & INSTALLATION**

**This is an exclusive contract**

CONTRACT PERIOD	FROM	JANUARY 1, 2004	CONTRACT YEAR	NEW ( )
	TO	DECEMBER 31, 2004		RENEW (XX) Third renewal, final year
VENDOR ADDRESS	FINSTAD CARPET ONE 212 N RODNEY STREET HELENA MT 59601		ORDER ADDRESS	
ATTN:	JOHN FINSTAD		ATTN:	
PHONE:	(406) 442-5501		PHONE:	
FAX:	(406) 442-5505		FAX:	

PRICES: ► PER ATTACHED

DELIVERY: ► 30 DAYS ARO

F.O.B.: ► DESTINATION

TERMS: ► NET 30 DAYS

REMARKS:

IFB No.: 01-295D

DEVIN GARRITY, Contracts Officer

**AUTHORIZED SIGNATURE/DATE**

## Standard Terms and Conditions

**By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:**

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**AUTHORITY:** The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, Chapter 5.

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS:** Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with §§ 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of this contract. Violation of these requirements may void this contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at [sos@state.mt.us](mailto:sos@state.mt.us).

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Ref:18-1-401, MCA)

**NON-DISCRIMINATION:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**HOLD HARMLESS/INDEMNIFICATION:** The bidder, offeror, or contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under a subsequent contract.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA) The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Ref: Section 18-4-313 (3), MCA)

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt of bids. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

**ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS:** The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for thirty days, unless stated otherwise in the text of the invitation for bid or request for proposal.

**PROTEST PROCEDURE:** Bidders and offerors may protest a solicitation or award of a contract per Section 18-4-242, MCA and ARM 2.5.406. The protest must be in writing and state in detail all of the protestor's objections. The complete protest must be submitted to the department no later than the close of business 14 calendar days after the execution of the contract in question. If the 14th day falls on a Saturday, Sunday or legal holiday, the protest is due at the end of the next business day. The State is under no obligation to delay, halt, or modify the procurement process pending the result of a protest, contested case proceeding, or judicial review.

**MONTANA PREFERENCES:** Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals, Term Contract Bids, for "services", or if federal funds are involved.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one at the time of bid, in order to qualify for the preference. For complete information and affidavit forms, see [www.state.mt.us/doa/ppd/resaffid.pdf](http://www.state.mt.us/doa/ppd/resaffid.pdf). (Ref: Section 18-1-102, 18-1-103, 18-1-113, MCA and ARM 2.5.403) In addition, Montana-made products are preferred for use in a contract if such goods are comparable in price and quality. (Ref: 18-1-112, MCA)

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of this contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the department. (See 18-4-141, MCA)

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the state.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

Revised: 12/00

**1.0 SCOPE**

- 1.1 Provide labor, equipment, and/or materials to install or deliver as required, carpeting for State agencies in Helena, Montana **ONLY**.
- 1.2 Contract period **from January 1, 2004 through December 31, 2004**.
- 1.3 Contractor and the State of Montana, State Procurement Bureau, agree that this contract may be extended in one-year intervals for a period not to exceed three additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a four-year period. Price increases may be negotiated prior to the beginning of renewal periods if agreed to by both parties. Any price adjustments shall be based upon documented increases in the contractor's cost of the contract, and shall remain in effect for the entire renewal period.

The contract may be terminated immediately by the State for cause, including nonappropriation of funds, breach or non-performance of a contract term.

- 1.4 Maximum project yardage is 400 yards. Project requests exceeding this figure will be competitively bid.

**2.0 MATERIAL SPECIFICATIONS****2.1 Brand Name**

Brand names and model numbers indicate quality and/or use desired. Materials or goods other than those specified must be clearly indicated by brand and model number. Complete manufacturer's descriptive literature, sufficient to establish quality of the alternates, must be submitted with the bid. Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

**2.2 Substitutions**

No substitutions were proposed.

**2.3 Carpet Type One General office, hall and stairway.**

MOHAWK "New Emissary", BIGELOW "Regents Row" or equal.

Type:	Velvet woven through back.
Pitch:	216, (two [2] heddle).
Rows Per Inch:	7.5
Wire Size:	.255
Face Yarn:	One hundred percent (100%) Antron III, nylon with permanent static protection for life of carpet.
Yarn Ply:	Four (4) ply yarn dyed in the singles.
Yarn Weight:	34.5 ounces per square yard.

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## Backing Materials

Warp:	Polyester.
Stuffer:	Hyten polyester.
Filling:	Fiberglass or equal. Woven polypropylene.
Total Weight:	57 ounces per square yard.
Width:	12 feet
ASTM:	E84-75 Class B (75) rating or less.
Dye System:	All carpet shall be of the same dye lot for each project. Carpet shall not vary in color throughout the total project.
Color:	Color shall be selected after award of bid from a minimum of 12 color choices.

2.4 Carpet Type Two Capitol Building, general office, hall and stairway.

BENTLEY commercial "BRYANT PARK" or equal.

Type:	Multilevel Textured Loop
Mfg. Technique:	Loop over Loop
Gauge:	1/8"
Rows per Inch:	9.4
Pile Height:	High .250"(.6350cm) Low .125" (.3175cm)
Surface Yarn:	One hundred percent (100%) Anso IV H. P. Nylon.
Yarn Pile:	Two (2) ply continuous heat set.
Yarn Weight:	38 ounces per square yard.
Total Weight:	71 ounces per square yard.
Total Finished Thickness Medium:	.330"
Yard Content	Bentley Approved Solutia Ultron VIP of Nylon
Soil Resistance:	Treated with 3M Commercial Carpet Protector
Primary Back:	Polypropylene
Secondary Back:	Woen Polypropylene
Static Control:	Ultron VIP Static Control Fiber
Pattern Repeat:	1/2"W x 5/8"L
Broadloom Width	12'6"
Flammability:	Flooring Radiant Panel Test. NFP 253, ASTM-E648 exceeds (0.45) Watts per CM squared - passes DOC-FF-1-70.
Smoke Density:	NBS Smoke Density Chamber NFPA-258, less than 450.
Dye System:	All carpet shall be of the same dye lot for each project. Carpet shall not vary in color throughout the total project.
Color:	PRIOR APPROVAL REQUIRED.

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2.5 Carpet Type Three General Office, hall and stairway.

Wellco Forum III, J&J Assertion II or equal.

Construction:	Tufted Level Loop
Pile:	100 % Camalon Solution Dyed Continuous filament nylon with antimicrobial processing permanent static control Scotchand R 6 ply.
Dye Method:	Solution Dyed
Face Weight:	28 oz. per square yard
Stitches per inch:	9.5
Gauge:	1/8"
Finished Pile Height:	3/16 inch
Primary Backing:	100% Polypropylene
Secondary Backing:	30 oz. Hawk.Loc TM
Width:	12 feet
ASTM:	E84-75 Class B (75) Rating or less
Dye System:	All carpet shall be of the same dye lot for each project. Carpet shall not vary in color throughout the total project.
Color:	Color shall be selected after award of bid from a minimum of twelve (12) varied color choices.

2.6 Pad

"Karalox" or "G.F.I." Heavy Traffic or equal. Flat sponge rubber cushion, 1/4" thick, 50 ounces minimum. **Documentation must be submitted with bid for verification of actual pad weight.** Shipping labels will be inspected by the State before cartons are opened.

2.7 Tack Strip

ROBERTS or AIM - C (Wood) or C (Concrete), or equal.

2.8 Edge Metal

ROBERTS or FUTURA HOME PRODUCTS #40H12, or equal, in Hammered Gold Anodized Aluminum.

2.9 Base Color

BURKE or ROPPE RUBBER CORP., or equal, to match adjacent base; standard heights are 2-1/2", 4", and 6". Preformed 90° corners (outside) will be used. Color will be selected following carpet selection.

2.10 Supplier shall be responsible for **all** miscellaneous supplies and accessories, including but not limited to thread, glues and tapes.

**3.0 PREPARATION SPECIFICATIONS**

- 3.1 The supplier must utilize the APPROVED seaming diagram issued by the State agency.
- 3.2 The supplier will prepare the area for installation by performing such tasks as removing existing carpet and doors. Doors shall be removed by experienced personnel in a manner to prevent damage and replaced in designated areas. Base will be set aside for reinstallation by the supplier if requested.
- 3.3 The State is responsible for trimming doors if so required. Furniture removal and replacement shall be the responsibility of the agency. If agency and contractor agree, Contractor will remove and replace furniture at the additional charge of \$ 50.00/hour/worker.
- 3.4 The supplier will be responsible for proper preparation of the floor by filling cracks and depressions with latex underlayment, smoothing rough areas and cementing or fastening loose pieces. Supplier shall assure that the floor is firm, dry at the proper temperature, level and broom clean.
- 3.5 The supplier will prepare the floor by eliminating any substances such as, but not limited to wax, dust, paints, oils, and moisture that may cause an adherence problem with the adhesive.
- 3.6 The supplier will bring to the attention of the State any existing conditions that may adversely affect the installation.

**4.0 INSTALLATION SPECIFICATIONS**

- 4.1 Workmanship must be in strict accordance with the current accepted standard practices of the trade. All installation work will be accomplished by workers skilled in their trade and by a shop with experience in this type of work.

References may be requested. Installation work to be supervised by an experienced carpet supplier/contractor skilled in the trade, a copy of all plans and specifications will be maintained at the job site.

- 4.2 Materials will be delivered to building in original shipping containers. Labels or tags will not be removed until inspected and approved by the State. Contractor will protect finished surfaces from damage during storage, handling and installation.
- 4.3 Furnish and install all carpet and accessories in areas as indicated on plans. Carpet shall extend into door openings and be installed in continuous lengths.

Seams shall be located as shown on APPROVED seaming diagrams unless prior approval is received.

Seams shall be accomplished according to manufacturer's specifications and/or accepted methods of the trade for that specific type of carpet.



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Seams on stairs shall be located at rear joint of riser and tread. Seams must be tight and secure with no separation.

- 4.4 All carpet edges will be neatly trimmed for a close, tight and secure fit at boundaries, walls, pillars, and doors. Suitable metal molding strips will be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring.

4.5 Special Conditions-Direct Glue Down Method, Carpet Types 1 & 3

There shall be full floor area coverage of adhesive which shall be applied per the manufacturer's printed instructions. The adhesive shall be the type specifically recommended for the floor surface and carpet backing. Accepted methods, such as rolling, shall be used to assure complete contact of the carpet with the adhesive. Contractor will be required to correct or reinstall, at no additional cost, projects with bubbles, wrinkles, or similar imperfections or if carpet stretching has caused the carpet to creep back and open seams or pull away from the wall at a later date.

- 4.6 The new rubber cove base will be installed, trimmed and finished as required to complete the project in a professional manner with a proper adhesive used according to the manufacturer's specifications.

- 4.7 Contractor adequately protect the work, adjacent property and the public in all phases of the work. The supplier will be responsible for all damages or injury due to his action or neglect.

- 4.8 Supplier will maintain access to all phases of contract permitting inspection by the Owner or his representative. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

- 4.9 Supplier will respond within 24 hours after notice of observed defects has been given and he shall proceed to immediately remedy these defects. Should the supplier fail to respond and remedy the defects, the State will have this work corrected at the expense of the supplier.

4.10 Clean-Up

The supplier will keep the premises free from debris and accumulation of waste, vacuuming the carpet installation at the end of each day. Construction smears and stains will be removed from all finished surfaces.

Contractor will remove all surplus materials, tools and construction equipment, bundle all carpet remnants with project information noted for retention in a designated area for future State use. Premises must be left in a clean condition, ready for occupancy. The contractor will vacuum the carpet after completion of installation.

4.11 Liquidated Damages

The State of Montana reserves the right to assess liquidated damages in the amount of one half of one percent ( $\frac{1}{2}$  of 1%) per calendar work day on the amount of contract price for failure to comply with the conditions of award indicated in the bid. This sum may be deducted from supplier

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payment for failure to deliver/perform when specified. No premium will be awarded to the supplier for delivery/performance in advance of the specified time.

## 5.0 WARRANTY

Supplier will furnish certificates for the following:

- a) contractor's installation guarantee of one year minimum for each project;
- b) static protection warranty for the life of the carpet;
- c) warranty against delamination, puckering, snags, tears and general deterioration of backing for two years minimum;
- d) manufacturer's minimum one year guarantee for the carpet and pad;
- e) certificates of fire resistance of all materials; and
- f) manufacturer's printed maintenance manual for the carpeting.

All certificates and manuals must be received by the State of Montana issuing agency before final payment will be issued.

## 6.0 GENERAL CONTRACT CONDITIONS

6.1 All carpet purchases and project must prior approved by the Department of Administration, General Services Division. The State of Montana has no financial obligation for unauthorized projects.

6.2 Contractor may not begin installation without an approved seaming diagram.

6.3 State employees and the general public access all State buildings. The contractor is required to make determine if any special problems that may occur due to its occupancy and take the necessary precautions to prevent any injury or loss.

All State agencies must continue "business-as-usual" to the greatest extent possible. Therefore, the carpeting must be delivered and installed in the shortest possible time frame. After hours installations may be requested.

6.4 Partial deliveries will not be accepted. Partial payments will not be made.

### 6.5 Insurance Requirements

**General Requirements:** The contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the contractor, agents, employees, assigns, or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.

**Specific Requirements for Commercial General Liability:** The contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and

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property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contractor; products and completed operations; premises owned, leased, occupied, or used.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: 1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the State, its officers, officials, employees, and volunteers, or; 2) The contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** Insurances must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the State's purchase order number or contract number. This insurance must be maintained for the duration of the contract. The State Procurement Bureau must receive all required certificates and endorsements within 10 days from the date of the Request for Documents Notice. Work may not commence until a contract or purchase order is in place. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc.

**Primary Insurance:** The contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

Workers' Compensation/Independent Contractors Exemption

The contractor is required to supply the State Procurement Bureau with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the

State of Montana. (Ref: Section 39-71-120/401/405, MCA) Neither the contractor nor its employees are employees of the State. The proof of insurance/exemption must be valid for the entire contract period and must be received by the State Procurement Bureau within ten (10) working days of the Request for Documents Notice.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

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Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

#### 6.6 Contract Performance Security

The successful vendor must provide Contract Performance Security based upon 25% of the contract total.

The contract performance security must be provided by the successful vendor, in one of the following forms, within ten (10) working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE OR PHOTOCOPIES ARE NOT ACCEPTABLE.

- a) a sufficient bond from a surety company licensed in Montana with a Best's rating of no less than A-; or
- b) lawful money of the United States; or
- c) an irrevocable letter of credit not to exceed \$100,000, a cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificates drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the FDIC or that is drawn and issued by a credit union insured by the national credit union share insurance fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal or contract security unless the certificates are assigned only to the State. All interest income from these certificates would accrue only to the contractor and not the State.
- d) personal or business checks are not acceptable.

This security must remain in effect for the entire contract period.

Ref: MCA Title 18, Chapter 4, Part 3; Title 30, Chapter 5; and ARM 2.5.502.

#### 6.7 Contract Cancellation

FOR CAUSE: Breach or non-performance of any contract term shall constitute cause upon which the State may immediately terminate the contract by written notice and collect the performance bond, if any, supplied by the Contractor.

A waiver by the State of any breach or non-performance of any term of this agreement shall not operate as a waiver of any subsequent breach or non-performance.

A performance bond supplied by the contractor shall constitute liquidated damages incurred by the State for the indeterminate expenses of substitute performance and rebidding of the contract.

WITHOUT CAUSE: Either party may terminate this contract after notifying the other party sixty (60) days in advance of the effective termination date. However, in the event that there exists previous performance deficiencies properly documented by the State as provided in other provisions of this contract, then, any notice of termination by contractor under this section shall not operate to exempt the performance bond from collection by the State.

**7.0 TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The next report for this term contract will be due July 15, 2004.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for debarment from conducting any business with the State of Montana.

**8.0 BID SECTION**

The yardage figures listed are an estimate only of expected contract usage, not a fixed purchasing obligation on the part of the State of Montana. Agency need will determine actual yardage requirements.

**A. CARPET TYPE ONE** ESTIMATED USAGE

1. 360-10  
Glue Down Method - Installed  
Materials and labor for complete  
glue down installation of carpet  
type one (1). Include  
all accessories, glue, etc.

PRICE PER SQUARE YARD, INSTALLED \$ 26.86

2. 360-15  
Remnant Only - No Installation  
Material price for carpet remnant  
(i.e. carpet not installed but  
required for the total installation  
by the seaming diagram.) Do not  
include accessories for this bid  
item.

**NOTE:** Remnants to become the property  
of the General Services Division if  
requested.

MATERIAL PRICE PER SQUARE YARD \$ 23.23

**B. CARPET TYPE TWO**

3. 360-10  
Non-Glue Down Method-Installed  
Materials and labor for complete  
installation. Include all accessories,  
pad, tapes, tack strip, glues, thread, etc.

PRICE PER SQUARE YARD \$ 37.21

4. 360-10  
Glue Down Method-Installed  
Materials and labor for complete  
glue down installation of Carpet  
Type Two (2). Include all accessories,  
glue, etc.

PRICE PER SQUARE YARD \$ 31.00

5. 360-15  
Remnant Only-No Installation  
Material price of carpet remnant  
(i.e. carpet not installed but  
required for the total installa-  
tion by the seaming diagram.) Do  
not include pad or accessories  
for this bid item.

**NOTE:** Remnants to become the  
property of the General Services  
Division if requested.

MATERIAL PRICE PER SQUARE YARD \$ 27.37

**C. CARPET TYPE THREE**

6. 360-10  
Glue Down Method-Installed  
Materials and labor for complete  
glue down installation of Carpet  
Type Three (3). Include all  
accessories, glue, etc.

TOTAL PRICE PER SQUARE YARD \$ 16.51

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7. 360-15  
Remnant Only-No Installation  
Material price of carpet remnant  
(i.e. carpet not installed but  
required for the total installation  
by the seaming diagram.) Do not  
include pad or accessories for  
this bid item.

**NOTE:** Remnants to become the property  
of the General Services Division  
if requested.

MATERIAL PRICE PER SQUARE YARD \$ 13.40

**D. FLOOR PREPARATION CHARGES**  
**To include leveling as needed**

8. 360-10  
REMOVAL OF EXISTING GLUED  
DOWN CARPET \$ 2.33
9. 360-10  
REMOVAL OF EXISTING CARPET  
AND PAD \$ 2.53
10. 360-10  
REMOVAL OF EXISTING TILE FLOORS  
PER SQUARE YARD \$ 6.21

**E. MISCELLANEOUS LABOR (Additional charges)**

11. 360-10  
Labor price for miscellaneous  
labor such as carpeting stair  
treads, patching large areas  
of poor sub-flooring, etc. All  
miscellaneous work must be approved  
by the General Services Division  
prior to the start of work. \$ 7.24

**F. RUBBER COVE BASE  
MATERIALS AND INSTALLATION**

- |     |  |                |
|-----|--|----------------|
| 12. | 360-07<br>TWO AND ONE-HALF INCH<br>(2-1/2") HEIGHT BASE<br>INSTALLED, PER FOOT | \$ <u>1.40</u> |
| 13. | 360-07<br>FOUR INCH (4") HEIGHT<br>BASE INSTALLED, PER FOOT                    | \$ <u>1.66</u> |
| 14. | 360-07<br>SIX INCH (6") HEIGHT<br>BASE INSTALLED, PER FOOT                     | \$ <u>2.33</u> |

**F. EDGE METAL**

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|-----|--|---------------|
| 15. | 360-07<br>MATERIALS AND INSTALLATION<br>PER FOOT | \$ <u>.78</u> |
|-----|--|---------------|